

<b>REQUEST FOR QUOTATION</b> (THIS IS NOT AN ORDER)			THIS RFQ <input type="checkbox"/> IS <input checked="" type="checkbox"/> <b>IS NOT</b> A SMALL BUSINESS SET- ASIDE			PAGE OF PAGES <b>1</b> <b>33</b>	
1. REQUEST NO. <b>AG-02RC-S-10-0039</b>		2. DATE ISSUED <b>08/19/10</b>		3. REQUISITION/PURCHASE REQUEST NO.		4. CERT. FOR NAT.DEF. UNDER BDSA REG. 2 <input type="checkbox"/> AND/OR DMS REG. 1	
5a. ISSUED BY <b>USDA – Forest Service</b> <b>Idaho-Montana Acquisition Team (IMAT)</b> <b>3815 Schreiber Way</b> <b>Coeur dAlene, ID 83815</b>						6. DELIVER BY (Date) <b>See Contract Time</b>	
5b. FOR INFORMATION CALL (NO COLLECT CALLS)						7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION OTHER (See Schedule)	
NAME <b>Ivory Carr</b>		TELEPHONE NUMBER AREA CODE <b>208</b> NUMBER <b>765-7272</b>		9. DESTINATION a. NAME OF CONSIGNEE <b>Section C - Location &amp; Description</b>			
8. TO: a. NAME						b. STREET ADDRESS	
c. STREET ADDRESS						c. CITY	
d. CITY		e. STATE		f. ZIP CODE		d. STATE e. ZIP CODE	
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) <b>09/07/10</b> <b>4:30 pm (Local – Pacific Time)</b>		IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in BLOCK 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.					
11. SCHEDULE (Include applicable Federal, State and local taxes)							
ITEM NO. (a)	SUPPLIES/SERVICES (b)			QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
<b>Scotchman Road Repair</b> <b>Sandpoint Ranger Station</b> <b>Idaho Panhandle National Forests</b> <b>Bonner County, Idaho</b>  <b>PRE-BID CONFERENCE:</b> None  <b>PRICE RANGE:</b> Less than \$25,000  <b>THIS PROJECT IS SET ASIDE FOR HUBZONE SMALL BUSINESS CONCERNS</b>  <b>INSTRUCTIONS TO FURNISH A QUOTATION:</b> See Section L, L-1 To "Furnish a Quotation Complete"  Return to the address shown in Block 5a. Please place "Solicitation No. AG-02RC-S-10-0039" on the envelope.							
12. DISCOUNT FOR PROMPT PAYMENT <input type="checkbox"/>		a. 10 CALENDAR DAYS (%)		b. 20 CALENDAR DAYS (%)		c. 30 CALENDAR DAYS (%)	
						d. CALENDAR DAYS NUMBER PERCENTAGE	
NOTE: Additional provisions and representations <input checked="" type="checkbox"/> are are not attached.							
13. NAME AND ADDRESS OF QUOTER				14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
a. <b>NAME OF QUOTER:</b> _____  <b>DUNS NO.</b> _____ <b>TIN NO.</b> _____  <b>EMAIL:</b> _____							
b. STREET ADDRESS				16. SIGNER			
c. COUNTY				a. NAME (Type or print)		b. TELEPHONE	
d. CITY				e. STATE		f. ZIP CODE	
				c. TITLE (Type or Print)		NUMBER	

**PART I - THE SCHEDULE**  
**SECTION B - SUPPLIES OR SERVICES AND PRICES**

**Scotchman Road Repair**  
**Idaho Panhandle National Forests, Sandpoint Ranger Station**  
**Bonner County, Idaho**

**B- 1    Schedule of Items**

ITEM NO.	DESCRIPTION	PAY UNIT	EST. QTY.	UNIT PRICE	TOTAL PRICE
15101	Mobilization	LS	1.00	\$	\$
15713	Soil Erosion and Pollution Prevention	LS	1.00	\$	\$
20301	Removal of Culverts	EA	2.00	\$	\$
20401	Roadway Excavation, compaction D, finishing method A	CY	280.00	\$	\$
25104	Keyed Riprap, Class 2 & Class 5	CY	43.00	\$	\$
30111	Aggregate Surface Course, Grading F, Compaction B (Commercial Source)	CY	20.00	\$	\$
30122	Pit run, maximum size 4", compaction method B	CY	80.00	\$	\$
62503	Seeding, dry method	LS	1.00	\$	\$
63390	Install "Cautionary" signs (includes posts)	EA	6.00	\$	\$

**TOTAL (ALL ITEMS):    \$** \_\_\_\_\_

\* Designated Method of Measurement:

LF – Lineal Foot

CY – Cubic Yard

Mi - Mile

LS - Lump Sum

EA - Each

**B- 2    Quote on all items. Only quotes to the nearest cent will be accepted.**

**B- 3    Written Acceptance** Any contract resulting from this solicitation will require written acceptance within 10 days of receipt by the Contractor.

**PART I - THE SCHEDULE**  
**SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

**C- 1 Project Description and Location**

(a) Description of Work. This project consists of repair existing drainage features to improve access to a popular hiking trail (FS Trail # 65). It involves removing and disposing of culverts from the project area, excavating to grade for an armored low water ford crossing and placing material to improve the existing road surface. The work also entails leveling and improving the parking for the trailhead with excess excavated material.

(b) Project Location. The project location starts near Clark Fork, Idaho. Starting in Clark Fork, turn North onto Main Street. Follow Main Street, past Lightning Creek Road, and the Road turns into Mosquito Creek Road #765. Continue along Mosquito Creek Road, and Turn right onto Lower Mosquito Creek Road #2294. Keep on road 2294 to junction with Road # 2294A. Turn onto 2294A. Go on 2294A for approximately 5 miles, until arrived at project location.

(c) Price Range. Less than \$25,000.

(d) Pre-bid conference. See SF-18 Block 11.

(e) Start Work. See Section F, FAR 52.211-10.

(f) Period of Performance. (See Section F, FAR Clause 52.211-10.)

**C- 2 Standard Specifications**. See Part III, Section J – List of Attachments, Attachment J-3

**C- 3 Supplemental Specifications**. See Part III, Section J – List of Attachments, Attachment J-4

**NOTE**: THAT THE SPECIFICATION LIST INCLUDES THE MAJOR SPECIFICATIONS APPLICABLE TO THIS PROJECT. OTHER SPECIFICATIONS REFERRED TO WITHIN THESE SPECIFICATIONS (EVEN THOUGH NOT SPECIFICALLY LISTED HEREIN) ARE ALSO FULLY APPLICABLE TO THIS REQUEST FOR QUOTATIONS AND ANY RESULTANT CONTRACT.

**C- 4 Drawings** See Part III, Section J – List of Attachments, Attachment J-5

**C-5 AGAR 452.211-72 Statement of Work/Specifications (FEB 1988)**. The Contractor shall furnish the necessary personnel, material, equipment, services, and facilities (except as otherwise specified), to perform the Statement of Work/Specifications referenced in Section J.

**C-6 AGAR 452.211-73 Attachments to Statement of Work/Specifications (FEB 1988)**. The attachments to the Statement of Work/Specifications listed in Section J are hereby made part of this solicitation and any resultant contract.

**C-7 GOVERNMENT-FURNISHED PROPERTY**. Includes Geotextile material, only. No other Government Furnished material for this project.

**PART I - THE SCHEDULE****SECTION E - INSPECTION AND ACCEPTANCE****E- 1 FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): Federal Acquisition Regulations - <https://www.acquisition.gov/far> and the Agriculture Acquisition Regulations – [www.usda.gov/procurement/policy/agar.html](http://www.usda.gov/procurement/policy/agar.html)

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

52.246-12 Inspection of Construction (AUG 1996)

**PART I - THE SCHEDULE****SECTION F - DELIVERIES OR PERFORMANCE****F- 1 FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): Federal Acquisition Regulations - <https://www.acquisition.gov/far> and the Agriculture Acquisition Regulations – [www.usda.gov/procurement/policy/agar.html](http://www.usda.gov/procurement/policy/agar.html)

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

52.242-14 Suspension of Work (APR 1984)

**F- 2 FAR 52.211-10 Commencement, Prosecution, and Completion of Work (APR 1984)**

The Contractor shall be required to start work within **ten (10) days** of receipt of the Notice to Proceed and (a) commence work under this contract in accordance with the accepted work plan, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than October 8, 2010. The time stated for completion shall include final cleanup of the premises.

The Government anticipates issuing the Notice to Proceed not later than September 15, 2010.

**F- 4 AGAR 452.211-74 Period of Performance (FEB 1988)**

The period of performance of this contract is from issuance of the Notice to Proceed, approximately September 15, 2010 through October 8, 2010.

## PART I - THE SCHEDULE

### SECTION H - SPECIAL CONTRACT REQUIREMENTS

#### AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4) CLAUSES

##### **H- 1 FAR 52.236-4 Physical Data (APR 1984)**

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

- (a) The indications of physical conditions on the plans and in the specifications are the result of site investigations by Forest Service specialists making physical determination based on surface observations.
- (b) Weather Conditions. Normal snow conditions indicate a work season from approximately May 15 to October 31.
- (c) Transportation Facilities. The project is located near the town of Grangeville, Idaho, which is adjacent to US Highway 95 and Idaho State Highway 13. All access to the site is on paved county roads.
- (d) Material Sources. None. Materials must be obtained from commercial vendors.

##### **H-2 LANDSCAPE PRESERVATION**

(a) Do not remove, deface, injure, or destroy trees, shrubs, lawn, or natural features not designated for treatment. Confine operations to within the clearing limits or other areas designated in the contract documents, and prevent the depositing of rocks, excavated materials, stumps, or other debris outside of these limits. Retrieve material which falls outside of these limits and dispose of, or incorporate in the work as directed by the Contracting Officer.

(b) Do not allow objectionable material to enter any stream, river, lake, or other body of water. Retrieve material which falls in these areas and dispose of, or incorporate in the work as directed by the Contracting Officer, and repair damage to vegetation or structures outside the project limits as directed by the Contracting Officer.

(c) Do not operate equipment or otherwise disturb the natural vegetation and soil beyond the construction limits.

##### **H- 3 FIRE CONTROL**

(a) *Contractor's Responsibility for Contractor-Caused Fires.* The Contractor, whether or not directed by the Forest Service, shall immediately extinguish, without expense to the Government, all fires on or in the vicinity of the project which are caused by Contractor's employees, whether set directly or indirectly as a result of Contractor operations. The Contractor may be held liable for all damages and costs of additional labor, subsistence, equipment, supplies, and transportation resulting from fires set or caused by the Contractor's employees or resulting from contract operations.

(b) *Other Fires.* For the purpose of fighting forest fires on or in the vicinity of the project which are not caused by the Contractor or his employees, the Contractor when requested by the Contracting Officer shall place his employees and equipment temporarily at the disposal of the Forest Service. Payment for such services will be made by the Government at not less than the current rate for fire-fighting services established by the Forest Service in the area concerned.

Any employees and equipment furnished will be relieved from fire fighting as soon as the Forest Service finds that it is practicable to employ other labor and equipment adequate for the protection of the area. An equitable adjustment in contract time may be made for this period.

(c) *Fire Protection Requirements - Fire Plan.* At all times during closed fire season period, as specified by State law, the Contractor shall comply with each of the following provisions to the extent applicable to his operation under the contract.

(1) *Fire Tools.* The Contractor will provide for each employee in the contract area at least one approved handtool of a type appropriate in the contract area, such as shovel, pulaski, or ax. Tools required and furnished under (2) and (4) below, shall count toward fulfillment of the above requirement. Where additional tools, beyond those required under (2) and (4) below, are to be provided, the Contractor shall seal such tools in one or more boxes painted red and marked "Tools for Fire Only." All tools required herein shall be kept sharp and in good serviceable condition and maintained at locations to be designated by the Forest Service.

(2) *Fire Extinguishers and Tools on Mobile or Stationary Equipment.* Each unit of powered equipment used in connection with this contract, including automobiles, trucks, tractors, etc., shall be equipped with serviceable tools and fire extinguishers as follows:

One - fire extinguisher, dry chemical type of not less than 2-1/2 pound capacity with a 4 BC or higher rating.

One - shovel, round point #0 lady or equal.

One - ax, 2 pounds or over, 26-inch minimum length, or one pulaski.

One - water container (at least 1-gallon capacity), not required with stationary equipment.

(3) *Spark Arresters.* Each internal combustion engine shall be provided with a spark arrester or spark arresting device approved by the Forest Service. Exceptions where the Forest Service may approve mufflers, or other equipment in lieu of spark arresters qualified and rated under Forest Service Standard 5100-1a are: (a) small multiposition engines, such as chain saws, shall meet Society of Automotive Engineers J335b standards; (b) passenger-carrying vehicles and light trucks may have baffle-type mufflers with tail pipe; (c) heavy-duty trucks may have a vertical stack exhaust system and muffler, provided the exhaust stack extends above the cab of the vehicle. An exhaust-driven turbocharger is considered to be a satisfactory spark arrester. Internal combustion engine exhaust systems, arresters, and other devices must be properly installed and maintained.

(4) *Powersaws.* For each powersaw used in connection with this contract, the following will be provided:

One - shovel, round point #0 lady or equal. Shovel must be immediately available for use.

One - Fire extinguisher, containing not less than 8 ounces of extinguisher fluid, or a dry chemical powder-type of not less than 1-pound capacity. The extinguisher must be immediately accessible to the saw operator at all times.

Any fueling or refueling of a powersaw shall only be done in an area which has first been cleared or is free of all material capable of carrying fire; powersaw shall be moved at least 10 feet from place of fueling before starting.

(5) *Blasting*. Fuse or prima cord shall not be used unless authorized in writing by the COR with special precautions stated.

(6) *Smoking*. Smoking shall not be permitted within the contract area except on surfaced or dirt roads, at landings, within closed vehicles, in camps, or at other posted places, and shall never be allowed while working or traveling on foot.

(7) *Storage of Petroleum and Other Highly Flammable Products*. Gasoline, oil, grease, or other highly flammable material will be stored either in a separate building used exclusively for such storage, or at a site when all combustible debris and vegetation is cleared away within a radius of 25 feet. Fire extinguishers and/or sand barrels may be required at such locations specified by the Forest Service when unusually hazardous conditions exist.

(8) *Debris Burning and Warming Fires*. Burning permits will be required for all debris burning fires. Lunch and warming fires may be allowed in fireproofed areas during periods of low fire danger if and as specified in the fire plan. Such fires must not be left burning unattended.

(9) *Precautions for Stoves*. Stovepipes on all temporary buildings, trailers, and tents using wood burning stoves, will be equipped with roof jacks and serviceable spark arresters of mesh with openings no larger than 5/8 inch.

All stovepipes, inside and out, will not be closer than 2 feet from any wood or other flammable material or 1 foot if the combustible material is protected by a metal or asbestos shield.

(10) *Welding*. Welding or use of cutting torches will be permitted only in areas that have been cleared or are free of all material capable of carrying fire. Flammable debris and vegetation must be removed from within a minimum of 10 feet radius of all welding and cutting torch operations. A shovel and a 5-gallon standard backpack water container (filled) with handpump attached, shall be immediately available for use in the event of a fire start.

(11) *Fire Plan*. Prior to initiating work on the contract area, during the closed fire season period, a fire prevention and suppression plan will usually be prepared. The Contractor and the Forest Service will jointly prepare this plan. Such plan shall include a detailed list of men and equipment at the Contractor's disposal for implementing the plan. The fire plan shall also specify additional measures and/or special requirements, such as Hoot Owl restrictions, necessary during periods of critical fire weather conditions.

When Hoot Owl restrictions are invoked, the Forest Service may curtail or shut down all or portions of a Contractor's operations. The following requirements may be imposed:

- (i) All high fire risk operations could be terminated at 1300 local time.
- (ii) All burning could be stopped, including debris burning fires.
- (iii) Patrolman may be required for a period of 2 hours after high fire risk operations and 1 hour after end of work shift. The Contractor shall provide the patrolman unless the contract is for equipment rental, in which case the Government will provide the patrolman.

(12) *Pump and Trailer*. NOT USED

(13) *Burning*. Before starting any open burning, the Contractor shall comply with the following:



- (i) Submit a burning plan, subject to approval by the Contracting Officer, designed to minimize the impact on air quality and to lessen any fire damage.
- (ii) Submit a burning permit from the District Ranger.
- (iii) Use weather forecasts as far as possible in scheduling burning for more favorable dispersal of smoke.
- (iv) Fuel shall be reasonably free of dirt and piled to facilitate rapid and complete combustion. Piles shall be tended during burning operations to maintain combustion and to eliminate unnecessary smudges. Piles shall be patrolled during off-work hours to avoid wildfires.
- (v) Unless fire season controls dictate otherwise, burning shall be scheduled, as far as practicable, for the most favorable conditions during the burning period.
- (vi) Under certain atmospheric conditions, smoke accumulations may become excessive and in these cases, the Regional Forester may, at his discretion, prohibit all open burning for definite periods within specific areas of the National Forest.

#### **H-4 ENVIRONMENTAL PROTECTION**

The contractor is required to have a spill plan. The plan will contain a description of the specific hazardous materials, procedures, and spill containment that will be used, including inventory, storage, and handling.

All vehicles carrying fuel will have specific equipment and materials needed to contain or clean up any incidental spills at the project site.

All pumps and generators used in or near streams will have appropriate spill containment structures and/or absorbent pads in place during use.

When storage facilities for oil or oil products are on site, appropriate preventive measures shall be taken to insure that any spill of such oil or oil products does not enter any stream or any other body of water. If a spill of petroleum product should occur in water, immediately notify the Contracting Officer and appropriate state agencies.

Service all equipment only in the areas approved by the Contracting Officer. If the total oil or oil products storage exceeds 1320 gallons or if any single container exceeds a capacity of 660 gallons, prepare a Spill Prevention Control and Countermeasures (SPCC) Plan. Meet all applicable EPA requirements (40 CFR 112) including certification by a registered professional engineer.

Contractor shall ensure that all personnel involved in handling and packaging the hazardous waste are trained for the level of expertise required for the proper performance of the task and, in particular, in the areas of chemical incompatibility, general first aid procedures, and spills. Provide handling and personal protective equipment appropriate to ensure safe handling of the hazardous waste according to 29 CFR 1910.120. Notify the Forest Service of all hazardous material that may be brought onto the National Forest.

The Contractor is solely responsible for all spills or leaks that occur during the performance of this contract. The contractor must clean up spills or leaks in a manner that complies with Federal, state, and local laws and regulations and to the satisfaction of the CO. Any spills resulting in a detectable sheen on water shall be reported to the EPA National Response Center (1-800-424-8802). Any spills over 25 gallons will be reported to the Idaho Department of Environmental Quality and cleanup will be initiated

within 24 hours of the spill. When available provide copies of all spill related clean up and closure documentation and correspondence from regulatory agencies.

#### **H-5 Prework Conference**

Prior to commencement of work, the Contracting Officer will arrange a meeting with the Contractor to discuss the contract terms and work performance requirements. Also at this meeting such things as work progress schedule and fire prevention and suppression plans shall be developed and established in writing.

#### **H-6 Safety Plan**

Contractors shall comply with OSHA regulations and provide employees a work environment that is sanitary and not hazardous, which includes providing personal protective equipment. Contractors must maintain a health and safety plan and an accident prevention program, which includes frequent and regular inspections of the project site, materials, and equipment. Contractors are responsible for risk management regarding contractor/employee and public safety, which includes experience of operator to handle road and terrain conditions, getting to the worksite, traffic control, and coordination with other users.

## PART II - CONTRACT CLAUSES

### SECTION I - CONTRACT CLAUSES

#### I-1 FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): Federal Acquisition Regulations - <https://www.acquisition.gov/far> and the Agriculture Acquisition Regulations – [www.usda.gov/procurement/policy/agar.html](http://www.usda.gov/procurement/policy/agar.html)

#### FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (SEPT 2006)
52.211-18	Variation in Estimated Quantity (APR 1984)
52.219-3	Notice of Total HUBZone Set-Aside (JAN 1999)
52.222-3	Convict Labor (JUNE 2003)
52.222-6	Davis-Bacon Act (JULY 2005)
52.222-7	Withholding of Funds (FEB 1988)
52.222-8	Payrolls and Basic Records (JUNE 2010)
52.222-9	Apprentices and Trainees (JULY 2005)
52.222-10	Compliance with Copeland Act Requirements (FEB 1988)
52.222-11	Subcontracts (Labor Standards) (JULY 2005)
52.222-12	Contract Termination--Debarment (FEB 1988)
52.222-13	Compliance with Davis-Bacon and Related Act Regulations (FEB 1988)
52.222-14	Disputes Concerning Labor Standards (FEB 1988)
52.222-15	Certification of Eligibility (FEB 1988)
52.222-21	Prohibition of Segregated Facilities (FEB 1999)
52.222-26	Equal Opportunity (MAR 2007)
52.222-27	Affirmative Action Compliance Requirements for Construction (FEB 1999)
52.222-36	Affirmative Action for Workers with Disabilities (JUNE 1998)
52.222-50	Combating Trafficking in Persons (FEB 2009)
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts (DEC 2007)
52.223-6	Drug-Free Workplace (MAY 2001)
52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts (MAY 2008)
52.225-13	Restrictions on Certain Foreign Purchases (JUNE 2008)
52.227-4	Patent Indemnity--Construction Contracts (APR 1984)
52.228-2	Additional Bond Security (OCT 1997)
52.228-11	Pledges of Assets (SEP 2009)
52.228-12	Prospective Subcontractor Requests for Bonds (OCT 1995)
52.228-14	Irrevocable Letter of Credit (DEC 1999)
52.232-5	Payments Under Fixed-Price Construction Contracts (SEPT 2002)
52.232-23	Assignment of Claims (JAN 1986)
52.232-27	Prompt Payment for Construction Contracts (OCT 2008)
52.232-33	Payment by Electronic Funds Transfer—Central Contractor Registration (OCT 2003)

- 52.233-1 Disputes (JULY 2002) Alternate I (DEC 1991)
- 52.233-3 Protest After Award (AUG 1996)
- 52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)
- 52.236-2 Differing Site Conditions (APR 1984)
- 52.236-3 Site Investigation and Conditions Affecting the Work (APR 1984)
- 52.236-5 Material and Workmanship (APR 1984)
- 52.236-6 Superintendence by the Contractor (APR 1984)
- 52.236-7 Permits and Responsibilities (NOV 1991)
- 52.236-8 Other Contracts (APR 1984)
- 52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (APR 1984)
- 52.236-10 Operations and Storage Areas (APR 1984)
- 52.236-11 Use and Possession Prior to Completion (APR 1984)
- 52.236-12 Cleaning Up (APR 1984)
- 52.236-13 Accident Prevention (NOV 1991)
- 52.236-16 Quantity Surveys (APR 1984) Alternate I (APR 1984)
- 52.236-17 Layout of Work (APR 1984)
- 52.236-21 Specifications and Drawings for Construction (FEB 1997)
- 52.243-5 Changes and Changed Conditions (APR 1984)
- 52.246-21 Warranty of Construction (MAR 1994)
- 52.249-1 Termination for Convenience of the Government (Fixed-Price) (Short Form) (APR 1984)
- 52.249-10 Default (Fixed-Price Construction) (APR 1984)

#### AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4) CLAUSES

- 452.224-70 Confidentiality of Information (FEB 1988)
- 452.236-71 Prohibition Against the Use of Lead-Paint (NOV 1996)
- 452.236-73 Archeological or Historic Sites (FEB 1988)
- 452.236-74 Control of Erosion, Sedimentation and Pollution (NOV 1996)
- 452.236-76 Samples and Certificates (FEB 1988)

### **I- 2 FAR 52.204-7 Central Contractor Registration (APR 2008)**

(a) *Definitions.* As used in this clause-

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

"Registered in the CCR database" means that-

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company Physical Street Address, City, State, and Zip Code.
- (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g) (1) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

### **I-3 FAR 204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010)**

(a) *Definitions.* As used in this clause:

“Executive” means officers, managing partners, or any other employees in management positions.

“First-tier subcontract” means a subcontract awarded directly by a Contractor to furnish supplies or services (including construction) for performance of a prime contract, but excludes supplier agreements with vendors, such as long-term arrangements for materials or supplies that would normally be applied to a Contractor’s general and administrative expenses or indirect cost.

“Total compensation” means the cash and noncash dollar value earned by the executive during the Contractor’s preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(1) *Salary and bonus.*

(2) *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

(3) *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

(5) *Above-market earnings on deferred compensation which is not tax-qualified.*

(6) Other compensation, if the aggregate value of all such other compensation (*e.g.*, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c)(1) Unless otherwise directed by the contracting officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, (and any modifications to these subcontracts that change previously reported data), the Contractor shall report the following information at <http://www.fsr.gov> for each first-tier subcontract. (The Contractor shall follow the instructions at <http://www.fsr.gov> to report the data.)

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) Subcontract number (the subcontract number assigned by the Contractor).

(vii) Subcontractor's physical address including street address, city, state, and country.

Also include the nine-digit zip code and congressional district.

(viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(ix) The prime contract number, and order number if applicable.

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) Treasury account symbol (TAS) as reported in FPDS.

(xiv) The applicable North American Industry Classification System code (NAICS).

(2) By the end of the month following the month of a contract award, and annually thereafter, the Contractor shall report the names and total compensation of each of the five most highly compensated executives for the Contractor's preceding completed fiscal year at <http://www.ccr.gov>, if—

(i) In the Contractor's preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\), 78o\(d\)](#)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(3) Unless otherwise directed by the contracting officer, by the end of the month following the month of a first-tier subcontract with a value of \$25,000 or more, and annually thereafter, the Contractor shall report the names and total compensation of each of the five most highly compensated executives for each first-tier subcontractor for the subcontractor's preceding completed fiscal year at <http://www.fsr.gov>, if—

(i) In the subcontractor's preceding fiscal year, the subcontractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(d)(1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards to that subcontractor.

(e) Phase-in of reporting of subcontracts of \$25,000 or more.

(1) Until September 30, 2010, any newly awarded subcontract must be reported if the prime contract award amount was \$20,000,000 or more.

(2) From October 1, 2010, until February 28, 2011, any newly awarded subcontract must be reported if the prime contract award amount was \$550,000 or more.

(3) Starting March 1, 2011, any newly awarded subcontract must be reported if the prime contract award amount was \$25,000 or more.  
the same rate that like items are called for under the contract, unless the parties otherwise agree.

#### **I-4 FAR 52.219-28 Post-Award Small Business Program Rerepresentation (APR 2009)**

(a) *Definitions.* As used in this clause—



*Long-term contract* means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

*Small business concern* means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is “not dominant in its field of operation” when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts—

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardtopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor’s current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it ☐ is, ☐ is not a small business concern under NAICS Code \_\_\_\_\_ assigned to contract number \_\_\_\_\_.

[Contractor to sign and date and insert authorized signer's name and title].

## **I-5 FAR 52.225-9 Buy American Act--Construction Materials (FEB 2009)**

(a) *Definitions.* As used in this clause--

"Commercially available off-the-shelf (COTS) item"—

(1) Means any item of supply (including construction material) that is--

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

"Component" means any article, material, or supply incorporated directly into construction materials.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means--

(3) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(4) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

"Domestic construction material" means--

(1) An unmanufactured construction material mined or produced in the United States;

(2) A construction material manufactured in the United States, if—

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

"Foreign construction material" means a construction material other than a domestic construction material.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) *Domestic preference.*

(1) This clause implements the Buy American Act (41 U.S.C. 10a - 10d) by providing a preference for domestic construction material. In accordance with 41 U.S.C. 431, the component test of the Buy American Act is waived for construction material that is a COTS item (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows: None

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that--

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) *Request for determination of inapplicability of the Buy American Act.*

(1) (i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) *Data.* To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison
--

<u>Construction Material Description</u>	<u>Unit of Measure</u>	<u>Quantity</u>	<u>Price (Dollars)*</u>
<i>Item 1:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
<i>Item 2:</i>	_____	_____	_____
Foreign construction material	_____	_____	_____
Domestic construction material			
<p>[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]</p> <p>[Include other applicable supporting information.]</p> <p>[* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]</p>			

**I-6 FAR 52.236-7 Permits and Responsibilities (NOV 1991)**

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

**I-7 FAR 52.252-6 Authorized Deviations in Clauses (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION): after the date of the clause.

(b) The use in this solicitation or contract of any Agriculture Acquisition Regulation (48 CFR Chapter 4) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

**I-8 Order of Precedence--Construction**

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule (excluding the Specifications) (Sections A-H).
- (b) The representations and other instructions (Sections K and L).
- (c) Contract clauses (Section I).
- (d) Special Project Specifications.
- (e) General Specifications.
- (f) Drawings and Exhibits (Section J).

## PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

### SECTION J - LIST OF ATTACHMENTS

**The following attachments are a part of this solicitation and any resulting contract (see separate document(s)).**

**J- 1    Wage Rate Decision No ID1000012 dated 07/30/2010, 9 pages**

**Davis-Bacon Act:** If this is a contract in excess of \$2,000, the Davis Bacon Act requires the Contractor to pay certain minimum wages and benefits to employees working under this contract. These required minimum wages are stated in the attached Wage Decision.

**J-2    Standard Specifications (Incorporated by Reference only)**

"FHWA FP-03 STANDARD SPECIFICATIONS FOR CONSTRUCTION OF ROADS AND BRIDGES ON FEDERAL HIGHWAY PROJECTS" are included in this solicitation by reference only. The requirements contained in these Specifications are hereby made a part of this Solicitation and any resultant contract.

Copies of the "FHWA FP-03 STANDARD SPECIFICATIONS FOR CONSTRUCTION OF ROADS AND BRIDGES ON FEDERAL HIGHWAY PROJECTS" are available for download at the following URL: <http://www.wfl.fha.dot.gov/design/specs/fp03.htm>.

The FP-03 U.S. Customary version is only available (for sale) through the Federal Lands Highway Headquarters office: Headquarters Washington DC; David K. Green, Construction Standards Engineer; Internet: [david.green@fhwa.dot.gov](mailto:david.green@fhwa.dot.gov); Mail: Federal Highway Administration; HFPD-3; 400 Seventh Street, SW; Washington D.C. 20590.

The following sections of "FHWA FP-03 STANDARD SPECIFICATIONS FOR CONSTRUCTION OF ROADS AND BRIDGES ON FEDERAL HIGHWAY PROJECTS" are included in this solicitation by reference only. The requirements contained in these Specifications are hereby made a part of this solicitation and any resultant contract. The following Standard Specifications are applicable to this contract and are included by reference:

<u>Spec No</u>	<u>Title</u>	<u>Spec No</u>	<u>Title</u>
Section 101 – Terms, Format, and Definitions		Section 157 – Soil Erosion Control	
Section 102 – Bid, Award, and Execution of Contract		Section 203 – Removal of Structures and Obstructions	
Section 103 – Scope of Work		Section 207 – Earthwork Geotextiles	
Section 104 – Control of Work		Section 204 – Excavation and Embankment	
Section 105 – Control of Material		Section 251 – Riprap	
Section 106 – Acceptance of Work		Section 301 – Untreated Aggregate Courses	
Section 107 – Legal Relations and Responsibility to the Public		Section 625 – Turf Establishment	
Section 108 – Prosecution and Progress		Section 633 – Permanent Traffic Control	
Section 109 – Measurement and Payment		Section 703 – Aggregate	
Section 151 – Mobilization		Section 705 – Rock	
Section 153 – Contractor Quality Control		Section 713 – Roadside improvement Material	
Section 155 – Schedules for Construction Contracts		Section 718 – Traffic Signing Material	

**J- 3 Supplemental Project Specifications, 56 pages**

The following Supplemental Specifications are applicable to this contract and are physically included in this section:

<b><u>Spec No</u></b>	<b><u>Title</u></b>	<b><u>Page(s)</u></b>
	Preface	1
FSSS 101 –	Terms, Format, and Definitions	3
FSSS 102 –	Bid, Award, and Execution of Contract	1
FSSS 103 –	Scope of Work	1
FSSS 104 –	Control of Work	2
FSSS 105 –	Control of Material	2
FSSS 106 –	Acceptance of Work	3
FSSS 107 –	Legal Relations and Responsibility to the Public	2
FSSS 108 –	Prosecution and Progress	1
FSSS 109 –	Measurement and Payment	2
FSSS 151 –	Mobilization	2
FSSS 155 –	Schedules for Construction Contracts	1
FSSS 156 –	Public Traffic	3
FSSS 157 –	Soil Erosion Control	2
FSSS 171 –	Weed and Disease Prevention	2
FSSS 203 –	Removal of Structures and Obstructions	2
FSSS 204 –	Excavation and Embankment	12
FSSS 207 –	Earthwork Geotextiles	1
FSSS 251 –	Riprap	1
FSSS 301 –	Untreated Aggregate Courses	4
FSSS 625 –	Turf Establishment	3
FSSS 633 –	Permanent Traffic Control	1
FSSS 703 –	Aggregate	4
FSSS 705 –	Rock	1
FSSS 718 –	Traffic Signing and Marking Material	1

**J- 4 Drawings – Grangeville Air Center Crack Seal and Seal Coat, 4 pages**

<b><u>Description</u></b>	<b><u>Sheet</u></b>	<b><u>Description</u></b>	<b><u>Sheet</u></b>
Title Sheet	Sheet 1	Typicals and Details	Sheet 4
Summary of Estimated Quantities and General Notes	Sheet 2	Temporary Stream Diversion Details	Sheet 5
Project Work Descriptions and Conceptual Drawing	Sheet 3		

**PART IV - REPRESENTATIONS AND INSTRUCTIONS****SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS****K-1 FAR 52.204-8 Annual Representations and Certifications (FEB 2009)**

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 237310.

(2) The small business size standard is \$33.5 Million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) (1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures;  
or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$100,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set-aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vi) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bid except those in which the place of performance is specified by the Government.

(vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(viii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(ix) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xi) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.



(xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvi) 52.225-4, Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II). This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

(xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification.

(xix) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer.  
*[Contracting Officer check as appropriate.]*

☐ (i) 52.219-19, Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.

☐ (ii) 52.219-21, Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.

☐ (iii) 52.219-22, Small Disadvantaged Business Status.

☐ (A) Basic.

☐ (B) Alternate I.

☐ (iv) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

☐ (v) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

☐ (vi) 52.222-52, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification.

- ☐ (vii) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
- ☐ (viii) 52.223-13, Certification of Toxic Chemical Release Reporting.
- ☐ (ix) 52.227-6, Royalty Information.
- ☐ (A) Basic.
- ☐ (B) Alternate I.
- ☐ (x) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

## **K-2 State of Idaho's Notice to Offeror**

### **Idaho Workers Compensation Law**

(a) Prior to award of any contract subject to Idaho Workers' Compensation Laws, the contractor must provide (1) evidence that they have the required workers' compensation coverage or, (2) documentation from the State of Idaho exempting the contractor from such coverage.

(b) Contractors should obtain and complete a State of Idaho Certificate of Verification of Workers' Compensation Insurance as documentation of insurance coverage or exemption. These certificates may be obtained from and returned to the Employee Compliance Division of the Idaho Industrial Commission at the following offices:

<u>North Idaho</u> 1221 Ironwood Street, Suite 100 Coeur d'Alene, ID 83814 (208) 769-1565 Fax No. (208) 769-1465	<u>Southwest Idaho</u> 317 Main Street; P.O. Box 83720 Boise, ID 83720-0041 (208) 334-6032 / (800) 950-2110 Fax No. (208) 334-5145	<u>Southeast Idaho</u> 1070 Hiline, Suite 300 Pocatello, ID 83201 (208) 236-6366 Fax No. (208) 236-6040
--	--	---

(c) This certificate of verification shall be fully executed by the contractor and signed by the Industrial Commission Compliance Officer prior to award of the contract.

USDA Forest Service <b><u>K-3 EXPERIENCE QUESTIONNAIRE</u></b>  Instructions: See Box 11, Remarks, if extra space is needed to answer any item below, Mark "X" in appropriate boxes.		1. Contractor Name, Address, and Telephone Number	
2. Submitted to (Office Name and Address) <b>Idaho Montana Acquisition Team</b> Attn: <b>Ivory Carr</b> (Fax: 208-765-7229) 3815 Schreiber Way Coeur d'Alene ID 83814		3. Business <input type="checkbox"/> Company <input type="checkbox"/> Co-partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Non-profit Organization	
		4. How many years do you or your firm have in the line of work contemplated by this solicitation?	
5. How many years experience have you or your business had as a (a) prime contractor ____ and/or (b) sub-contractor ____?			

6. **PAST PERFORMANCE**: List below projects that are similar and relevant to the work outlined in the Specifications that your business has completed within the last five years. Supply names and current phone numbers of those client contacts. You will be assessed in the areas of giving customer satisfaction and performing quality and timely work. Attach letters of reference or recommendation, if available.

Contract Amount	Type of Project	Date Completed	Name, Address, and Telephone No. of Owner/Person to Contact for Project Information

6a. Describe how you utilized any subcontractors to perform the work.

7. **EXPERIENCE**: Employees and equipment that will be available for this project:

7a. (1) Minimum number of employees: \_\_\_\_ and (2) Maximum number of employees: \_\_\_\_

7b. Are employees regularly on your payroll: ☐ Yes ☐ No

7c. Do you anticipate using Subcontractors to be used to perform some of this project? ☐ Yes ☐ No

7d. Please list which subcontractors you anticipate using and what type of work they will be completing under this project:

Subcontract Company	Type of work performed by Subcontract	Have you used this Subcontractor on previous projects?
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No

8. **EXPERIENCE CONT**: List below the experience of the principal individuals of your business who will directly be involved in this contract?

Individual's Name	Present Position	Years of Experience	List experience on similar projects and how that experience can be applied work to be done under the Specifications of this project.

**K-3 EXPERIENCE QUESTIONNAIRE CONTINUED**

9. **WORK PLAN/SCHEDULE** List below all of your firm's contractual commitments running concurrently with the work contemplated by this solicitation:

Contract Number	Dollar Amt. of Award	Name, Address, and Telephone No. of Business/Government Agency Involved	Awarded (Units)	Percent Completed	Date Contract Complete

9a. Have you ever failed to complete any work awarded to you? ☐ Yes ☐ No

9b. Has work ever been completed by performance bond? ☐ Yes ☐ No

9c. Did you look at the project site(s) on-the-ground prior to submitting an offer? ☐ Yes ☐ No

9d. If "Yes" to either item 8a. or 8b., specify location(s) and reason(s) why:

10. **WORK PLAN/SCHEDULE CONT:** Address who, what, where, when and how you plan to do the work, from beginning to end and meet all equipment and material requirements defined in the Specifications of this project. Include overall time frame in a construction schedule. Be sure to display an ability to complete the project within the time frames specified, or sooner.

11. Remarks -- Specify Box Numbers (Attach sheets if extra space is needed to fully answer any above question.):

**NOTE: PLEASE PROVIDE ANY ADDITIONAL INFORMATION THAT WILL HELP EVALUATE YOUR ABILITY TO SUCCESSFULLY COMPLETE THIS PROJECT**

**CERTIFICATION**

I certify that all of the statements made by me are complete and correct to the best of my knowledge, and that any persons named as references are authorized to furnish the Forest Service with any information needed to verify my capability to perform this project.

12a. CERTIFYING OFFICIAL'S NAME AND TITLE

b. SIGNATURE (Sign in ink)

13. DATE

**PART IV - REPRESENTATIONS AND INSTRUCTIONS****SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS****L-1 TO FURNISH A QUOTATION COMPLETE:**

- 1) Standard Form 18,
- 2) Section B,
- 3) Section K,
- 4) Experience Questionnaire,
- 5) Proof of Idaho workers Compensation Coverage form or Exception, and
- 6) Section L as your quote.

See Section M for Evaluation Criteria

**L- 2 FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): Federal Acquisition Regulations - <https://www.acquisition.gov/far> and the Agriculture Acquisition Regulations – [www.usda.gov/procurement/policy/agar.html](http://www.usda.gov/procurement/policy/agar.html)

**FEDERAL ACQUISITION REGULATIONS (48 CFR CHAPTER 1)****L- 3 AGAR 452.204-70 Inquiries (FEB 1988)**

Inquiries and all correspondence concerning this solicitation should be submitted in writing to the Contracting Officer. Offerors should contact only the Contracting Officer issuing the solicitation about any aspect of this requirement prior to contract award.

**L- 4 FAR 52.215-5 Facsimile Proposals (OCT 1997)**

(a) *Definition.* "Facsimile proposal," as used in this provision, means a proposal or offer, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

(c) The telephone number of receiving facsimile equipment is: **208-765-7229**.

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document-

(1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;

(2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and

(3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

(e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

**L- 5 FAR 52.222-5 Davis-Bacon Act—Secondary Site of the Work (JULY 2005)**

(a) (1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Davis-Bacon Act, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b) (1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

**L- 6 FAR 52.222-23 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (FEB 1999)**

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade  
3.0%

Goals for female participation for each trade  
6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the *Federal Register* in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative actions obligations required by the clause entitled "Affirmative Action Compliance Requirements for

Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U. S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the--

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Bonner County, Idaho.

#### **L- 7 FAR 52.225-10 Notice of Buy American Act Requirement--Construction Materials (FEB 2009)**

(a) *Definitions.* "Commercially available off-the-shelf (COTS) item," "construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act--Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) *Evaluation of offers.*

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) *Alternate offers.*

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested--

- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
- (ii) May be accepted if revised during negotiations.

#### **L- 8 Site Visit (Construction) (Feb 1995)**

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) Directions for site visits may be arranged during normal duty hours by contacting:

Name: Josh Nelson, Contracting Officer's Representative  
Address: 1602 Ontario Street, Sandpoint ID 83864  
Telephone: 208-265-6610

#### **L-9 FAR 52.252-5 Authorized Deviations in Provisions (APR 1984)**

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Agriculture Acquisition Regulation (48 CFR Chapter 4) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.



**PART IV - REPRESENTATIONS AND INSTRUCTIONS****SECTION M - EVALUATION FACTORS FOR AWARD**

**Basis of Award** One award may be made. Offer of award will be made to the Quoter whose quote, as determined by the Contracting Officer, provides the best value to the Government, considering price and the following non-price factors (Technical Criteria):

1. Past Performamnce,
2. Experience, and
3. Work Plan/Schedule

The Experience Questionnaire will be used as part of this evaluation.

**The technical criteria, when combined, are approximately equal in importance to price in the award decision.**